

JPA 95-046

June 93
Amendment

P-O-E file

Jim Bentner

A.G. Contract No. KR90-3167-CIV

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
ARIZONA DEPARTMENT OF TRANSPORTATION
AND
ARIZONA DEPARTMENT OF AGRICULTURE

I. Recitals

This is an agreement made this 3rd day of January, 1991, at Phoenix, Arizona, between the Arizona Department of Transportation, hereinafter called "ADOT," and the Arizona Department of Agriculture hereinafter called "ADA."

WHEREAS, the State of Arizona is or will be the owner or co-owner of certain ports of entry which are now or will be used by both ADOT and ADA; and

WHEREAS, the parties are authorized to enter into an Intergovernmental Agreement pursuant to A.R.S. § 11-951, et seq.; and

WHEREAS ADA is authorized to enter into this agreement pursuant to A.R.S. §§ 3-107(A)(4) and 3-221, and ADOT is authorized to enter into this agreement pursuant to A.R.S. § 28-114; and

WHEREAS, both parties are desirous of sharing the facilities of those ports of entry totally owned by the State of Arizona or jointly owned with an adjoining state, and the Arizona portion of which is, or will be, shared by this agreement; and

WHEREAS, ADA and ADOT are willing to share equally the cost of maintenance and utilities of each jointly occupied port of entry facility and the cost of construction, maintenance and utilities of each new jointly occupied port of entry facility or any addition to an existing jointly occupied port of entry facility; and

WHEREAS, the sharing of said ports of entry by both parties will prove beneficial to the traveling public and economical to the State of Arizona;

II. Scope

NOW, THEREFORE, in consideration of these premises, it is hereby jointly resolved:

A. That ADA and ADOT shall share equally the cost of maintenance and utilities of each existing jointly occupied port of entry facility and any jointly occupied port of entry facilities to be constructed during the term of this agreement;

B. That such jointly occupied port of entry facilities as have heretofore been built or will be built shall be shared by such parties until such time as this agreement is terminated. The parties shall share equally in performing some general functions which are mutually applicable to the inspection, control and regulation of commercial vehicles passing through the ports of entry. These shared-work responsibilities include:

1. Visually screening commercial vehicles: Visually screening commercial vehicles arriving at the port of entry for compliance with each party's inspection requirements involves comprehensive, but superficial observation of overall vehicle condition, type, and/or content. Screening is the basis for determining whether "no further action" is required, or "further action is required."

2. Inspecting Truck Credentials: Inspecting truck credentials involves examination of those authorizing documents required by each agency for entry into or operation within the State of Arizona.

3. Physically Inspecting Commercial Vehicles: Physical inspection of commercial vehicles involves examination of vehicle's contents, measuring and weighing the vehicle, and any other necessary inspection procedures.

4. Segregating Commercial Vehicles: Commercial vehicle segregation involves the separation of commercial vehicles from the normal traffic flow into a secure, controlled area for additional action by the applicable party or agency.

5. Distributing Information: Information distribution includes distributing solicited or unsolicited information about the State of Arizona or each state agency's programs to commercial vehicle drivers and/or passengers.

C. Commercial vehicles with commodities of concern to ADA, including empty trailers, agricultural commodities, moving vans, etc., shall be segregated and processed by ADA.

D. Commercial vehicles needing additional items from ADOT, including permits, tax and/or registration payments, weight adjustments, etc., shall be segregated and processed by ADOT.

E. Both parties shall refer those commercial vehicles which fall under the purview of the State Department of Public Safety to that agency when safety or other hazardous conditions are suspected.

F. Both parties shall conduct cross-training programs for the employees of each party who are willing to perform the generalist functions mentioned above. Those employees who become proficient, to the satisfaction of both parties, in the performance of the shared responsibilities shall be certified by both parties.

G. The work at jointly operated installations shall be supervised jointly by the ADOT Senior Port Supervisor and ADA District Supervisor. Employees of each party shall cooperate in every way possible in furthering the work of each party.

H. The amount of space to be occupied by each party in each port of entry facility shall be set forth in separate agreements between the parties. Where separate space at a port of entry is constructed or designated for each agency, or once space allotments have been agreed upon by the parties, ADOT's Port Supervisor and ADA's District Supervisor shall be responsible for cleaning and maintaining their respective portions of the buildings. Where public restrooms are concerned, the responsibility for the cleaning and upkeep will be determined mutually by the respective supervisors. If janitorial service is provided, the cost shall be borne by ADOT and will be supervised by ADOT's Port Supervisor.

I. At any time when the need arises, ADOT's Port Supervisor and ADA's District Supervisor may call for a joint conference for the purpose of issuing instructions and resolving issues which might arise. Any problems which cannot be worked out satisfactorily at such joint conferences will be reported in writing to the respective department heads by ADOT's Port Supervisor and ADA's District Supervisor. Every effort will be made by all personnel occupying jointly shared ports of entry to make the ports as neat, clean and attractive as possible, and to so conduct the affairs of the ports of entry as to reflect credit to the State of Arizona and encourage tourist travel into the state.

J. Before any measures are instituted which could significantly alter the operations of either agency, or which could

present health, safety, security or liability problems at the ports of entry, a joint concurrence must first be obtained from the respective agency heads or designees.

K. That ADOT and ADA hereby further agree that wherever and whenever practical and feasible, they will cooperate with other state agencies and with nonprofit organizations, when the good of the State of Arizona will be promoted, by allowing said agencies or organizations to utilize the port of entry facilities under written agreement satisfactory to both parties.

III. Miscellaneous Provisions

A. Termination and Amendment. This agreement shall remain in force and effect in perpetuity, or until terminated by mutual written agreement of the parties. This agreement may also be amended, but only upon mutual written agreement of the parties.

B. Effective Date. This agreement shall be effective upon filing with the Secretary of State.

C. Audit and Inspection of Records. All books, accounts, reports, files and other records relating to this contract shall be subject at all times to inspection and audit by both parties for five years after completion of this contract. Such records shall be produced by the party at its main office upon written request by the requesting party.

D. Equal Opportunity. The parties to this Agreement each agree to be bound by applicable state and federal rules, regulations and laws dealing with non-discrimination and equal employment opportunity. Executive Order No. 75.5.

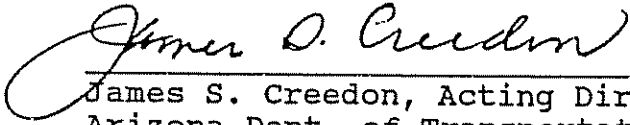
E. Arbitration. In the event of a dispute, the parties agree to enter into arbitration in accordance with A.R.S. § 12-1518.

F. Non-Appropriation. The parties to this Agreement recognize that the performance by each party may, to some extent, be dependent upon the appropriation of the necessary funds by the State Legislature of the State of Arizona. Should the Legislature fail to appropriate the funds necessary for either party's performance, that party may cancel this Agreement without further duty or obligation. Either party shall give the other as much notice as reasonably possible of the unavailability of funds for the performance of this Agreement.

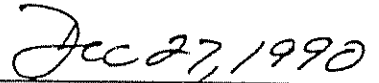
G. Notices. All notices or demands upon any party to this agreement shall be made in writing and shall be delivered in person or sent by mail addressed as follows:

Keith Kelly, Director
Arizona Department of Agriculture
1688 West Adams
Phoenix, AZ 85007


James S. Creedon, Acting Director
Arizona Department of Transportation
206 South 17th Avenue, Suite 100A
Phoenix, Arizona 85007



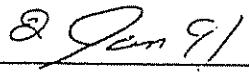
James S. Creedon, Acting Director
Arizona Dept. of Transportation



Date



Keith Kelly, Director
Arizona Dept. of Agriculture



Date

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ATTORNEY GENERAL

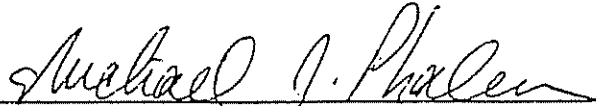
INTERGOVERNMENTAL AGREEMENT DETERMINATION

Pursuant to A.R.S. § 11-952, the foregoing agreement, being Attorney General No. KR90-3167-CIV, has been submitted to the Attorney General as the attorney for ARIZONA DEPARTMENT OF AGRICULTURE.

The undersigned Assistant Attorney General has determined that said agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the ARIZONA DEPARTMENT OF AGRICULTURE.

DATED this 10th day of December, 1990.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General

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NO. 13 373

FILED WITH SECRETARY OF STATE

Date Filed 01/07/91

By *John S. [Signature]*
Secretary of State